



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting date: May 12, 2004
Administrative Offices, Suite 201
17801 NW 2nd Avenue, Miami Gardens, Florida
Next Regular Meeting Date: May 26, 2004
Phone: (305) 653-3944 Fax: (305) 653-3955
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon, II
Councilwoman Audrey J. King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson
City Manager Danny O. Crew
City Attorney Sonja Knighton
City Clerk Ronetta Taylor

City of Miami Gardens Ordinance No. 2004-02-18 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:**
- 2. INVOCATION:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. APPROVAL OF MINUTES:**
 - 4A) Approve Minutes of City Council Meeting of:**
Regular Council Meeting - April 28, 2004
- 5. AGENDA/ORDER OF BUSINESS (ADDITIONS/DELETIONS/**

AMENDMENTS):

6. SPECIAL PRESENTATION(S):

- 6A)** FDOT – Intelligent Transportation System
- 6B)** Chris Wallace – City of Miami Gardens Financial Report
- 6B)** Miami-Dade County Fire Department

7. ORDINANCE(S) FOR FIRST READING:

There are none

8. ORDINANCE(S) FOR SECOND READING (PUBLIC HEARINGS):

There are none

9. PUBLIC COMMENT – 10 MINUTES

10. RESOLUTIONS:

- 10A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AFFIRMING ITS CONTINUED SUPPORT FOR THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST ("CITT"), AS ADOPTED BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS ON JULY 9, 2002, PURSUANT TO ORDINANCE NO. 02-117; FURTHER URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS NOT TO DISBAND THE CITT, OR OTHERWISE TAKE ANY ACTION WHICH WOULD HAVE THE EFFECT OF SUBSTANTIALLY ALTERING OR DILUTING THE POWERS AND AUTHORITY OF THE CITT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR CAMPBELL)**
- 10B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY MANAGER'S AWARD AND EXECUTION OF A CONTRACT WITH SOUND PERFORMANCE, INC., FOR THE INSTALLATION OF AUDIO AND VIDEO EQUIPMENT AT CITY HALL, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- 10C) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTINUING**

CONTRACT WITH KEITH AND SCHNARS, P.A. FOR GENERAL CONSULTING ENGINEERING AND ARCHITECTURAL SERVICES, PIGGYBACKING ON AN AGREEMENT BETWEEN KEITH AND SCHNARS, P.A. AND THE CITY OF FORT LAUDERDALE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

11. REPORT OF THE CITY ATTORNEY

12. REPORTS OF CITY MANAGER

13. REPORTS OF MAYOR AND COUNCIL MEMBERS

12A) GENERAL REPORTS FROM MAYOR AND COUNCIL MEMBERS

14. REQUESTS, PETITIONS & OTHER COMMUNICATIONS FROM THE PUBLIC:

14A) PUBLIC COMMENTS – 20 MINUTES

15. SPECIAL PRESENTATION(S)

16. ADJOURNMENT:

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT WILLIAM GREEN (305) 653-3944, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT WILLIAM GREEN (305) 653-3944.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Please turn-off all beepers and cellular telephones to avoid interrupting the council meeting.

**6A) FDOT – Intelligent
Transportation System
Presentation**

City of Miami Gardens

17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: The Honorable Mayor & City Council Members

From: Dr. Danny O. Crew, City Manager

Date: May 6, 2004

Re: Florida Department of Transportation (FDOT) – Intelligent
Transportation System Presentation

The Florida Department of Transportation (FDOT) has requests the opportunity to make a presentation to the council about its Intelligent Transportation System and the upcoming phase of Ramp Metering along FDOT-controlled highways within the City.

Representatives will conduct a short presentation and will be prepared to answer questions that you may have.

10A) RESOLUTION
Support of CITT

City of Miami Gardens

17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: The Honorable Mayor & City Council Members

From: Vice Mayor Aaron Campbell

Date: May 6, 2004

Re: Resolution affirming the City Council's continued support for the Citizens' Independent Transportation Trust (CITT).

RECOMMENDATION:
Approval.

REASONS:

At the April 28, 2004, City Council meeting, Ms. Naomi Wright, a member of the Citizens' Independent Transportation Trust ("CITT") solicited this Council's support in urging the Miami-Dade County Commissioners to vote against any measure, whether such measure be in the form of an ordinance repealing the CITT Ordinance, or through a proposed amendment of the Ordinance, which would substantially dilute the powers and duties of the CITT, as originally envisioned.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AFFIRMING ITS CONTINUED SUPPORT FOR THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST ("CITT"), AS ADOPTED BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS ON JULY 9, 2002, PURSUANT TO ORDINANCE NO. 02-117; FURTHER URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS NOT TO DISBAND THE CITT, OR OTHERWISE TAKE ANY ACTION WHICH WOULD HAVE THE EFFECT OF SUBSTANTIALLY ALTERING OR DILUTING THE POWERS AND AUTHORITY OF THE CITT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, on July 9, 2002, the Miami-Dade County Board of County
2 Commissioners ("Board of County Commissioners") adopted Ordinance No. 02-116
3 levying and imposing a one-half of one percent Charter County Transit System Surtax
4 (the "Surtax") pursuant to the authority of Section 212.055(1), Florida Statutes, and

1 WHEREAS, on July 9, 2002, the Board of County Commissioners also adopted
2 Ordinance No. 02-117, creating a Citizens' Independent Transportation Trust ("CITT")
3 with certain powers over the use and expenditure of proceeds of the Surtax (the "CITT
4 Ordinance"), and

5 WHEREAS, on November 5, 2002, the Miami-Dade County voters approved the
6 levying of the Surtax, and

7 WHEREAS, the CITT, among its powers and duties, is charged with the
8 responsibility of monitoring, overseeing, reviewing, auditing, and investigating
9 implementation of transportation transit projects, and all other projects, funded in whole
10 or in part with Surtax proceeds, and

11 WHEREAS, one of the representatives on the CITT is to be appointed by the
12 League of Cities, thereby ensuring that municipalities have representation on the CITT,
13 and

14 WHEREAS, the City is concerned with recent developments involving a proposed
15 measure to be brought before the Board of County Commissioners which would propose
16 to disband the CITT, or otherwise substantially alter and/or dilute the CITT's powers and
17 authority, as originally envisioned and intended in the County's enabling legislation
18 creating the CITT, and

19 WHEREAS, the Mayor and City Council of the City of Miami Gardens would
20 strongly urge the Board of County Commissioners to vote against any measure, whether
21 such measure be in the form of an ordinance repealing the CITT Ordinance, or through a
22 proposed amendment of the Ordinance, which would substantively dilute the powers and

23 duties of the CITT, as originally envisioned, and

24 WHEREAS, the Mayor and City Council of the City of Miami Gardens would urge,
25 in the alternative, that the City Council and Miami-Dade County administrative staff move
26 forward with facilitating and allowing the CITT to fulfill its intended purpose, and allow it to
27 carry out its powers and duties as originally intended, and as set forth in the CITT
28 Ordinance,

29 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
30 OF MIAMI GARDENS, FLORIDA, as follows:

31 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
32 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
33 made a specific part of this Resolution.

34 Section 2. EXPRESSION OF SUPPORT: The Mayor and City Council of the
35 City of Miami Gardens affirm their continued support for the Citizens' Independent
36 Transportation Trust (CITT), as adopted by the Miami-Dade County Board of County
37 Commissioners on July 9, 2002, pursuant to Ordinance No. 02-117; and further urge the
38 Miami-Dade County Board of County Commissioners not to disband the CITT, or
39 otherwise take any action which would have the effect of substantially altering or diluting
40 the powers and authority of the CITT, as originally intended and envisioned, following
41 approval by the electorate of Miami-Dade County, Florida of the Charter County Transit
42 System Surtax.

43 Section 3: DIRECTIONS TO THE CITY CLERK: The City Clerk is hereby
44 directed to send a certified copy of this Resolution to the Miami-Dade County Board of
45 County Commissioners and to the Citizens' Independent Transportation Trust (CITT).

46 Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately
47 upon its final passage.

48 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
49 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2004.

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52
53
54 Attest:

SHIRLEY GIBSON, MAYOR

55
56
57 _____
58 RONETTA TAYLOR, CMC, CITY CLERK

Resolution No. 2004-

59

60 Prepared by SONJA K. KNIGHTON, ESQ.

61 City Attorney

62

63 MOVED BY:

64 SECONDED BY:

65

66

67 VOTE:

68

69 Mayor Gibson

(Yes)___

(No)

70 Vice Mayor Campbell

(Yes)___

(No)

71 Councilman Melvin L. Bratton

(Yes)___

(No)

72 Councilman Oscar Braynon, II

(Yes)___

(No)

73 Councilwoman Audrey J. King

(Yes)___

(No)

74 Councilwoman Sharon Pritchett

(Yes)___

(No)

75 Councilwoman Barbara Watson

(Yes)___

(No)

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79 SKK/bfc

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10B) RESOLUTION

Audio & Video Equipment at
City Hall

City of Miami Gardens

17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: The Honorable Mayor & City Council Members

From: Dr. Danny O. Crew, City Manager

Date: May 6, 2004

Re: Resolution authorizing contract award to Sound Performance, Inc. for installation of audio and video equipment at the New City Hall.

RECOMMENDATION:

We recommend ratifying the contract award to Sound Performance, Inc. for installation of audio and video equipment at the new City Hall at 1515 NW 167th Street, for a contract amount of \$20,704.53.

REASONS:

At the last Council meeting, we informed you of the need to install an Audio System at the new City Hall location. We suggested that the installation be done immediately, since the work crew were about to install drywall. If the installation were done after drywall was in place, we would potentially incur change orders, increased construction costs, delays in project completion, and additional costs for lease at our current location.

We further advised that in order to accomplish this, the City Manager would exercise his authority under Article 6 (D) of Ordinance No 2004-17, allowing for emergency purchases.

We solicited bids for the services and equipment from at least 6 vendors. We received three responses, one of which was not responsive to our request. (This unresponsive response did not offer equipment that was comparable and their price did not include labor). We contacted at least three other vendors to obtain bids, but they did not submit a response. A listing of the responses is provided below:

	<u>Vendor</u>	<u>Price</u>
1.	Sound Performance, Inc. 4030 Aurora Street Coral Gables, Fl. 33146	\$20,704.53
2.	Security & Sound System, Inc 105 NW 43 rd Street Boca Raton, Fl. 33431	\$21,570.00
3.	Audio Visual Design Studio 1810 SW 72 nd Avenue Miami, Fl. 33155	\$ 7,399.18**

** Response did not offer equipment that was comparable. Price did not include labor.

We recommend approval of the Resolution, ratifying the emergency contract award under Article 6 (D) of Ordinance No 2004-17.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY MANAGER'S AWARD AND EXECUTION OF A CONTRACT WITH SOUND PERFORMANCE, INC., FOR THE INSTALLATION OF AUDIO AND VIDEO EQUIPMENT AT CITY HALL, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens desires to complete the relocation to the new City Hall at 1515 N.W. 167th Street, Miami Gardens, by June 2004, and

WHEREAS, the project is currently in a phase where wiring and other forms of interior installation is required, since the drywall and tiling will be installed shortly, and

WHEREAS, audio and video equipment must be installed in the new City Hall, and

WHEREAS, City staff has made a determination that the audio and video equipment must be installed on an emergency basis, and

WHEREAS, due to the emergency, as determined by City staff, the City Manager has executed an Agreement with Sound Performance, Inc., for the installation of certain audio and video equipment, without the approval of the City Council, and without it being reviewed for legal sufficiency by the City Attorney, and

WHEREAS, prior to executing the Agreement with Sound Performance, Inc., City staff solicited bids from six vendors, and

WHEREAS, City staff received three responsive bids, one from Sound Performance, Inc., in the amount of \$20,704.53, one from Security & Sound System, Inc., in the amount of \$21,570.00, and one from Audio Visual Design Studio in the amount of \$7,399.18, and

WHEREAS, the bid from Audio Visual Design Studio did not include comparable equipment, nor the cost of labor, and

1 WHEREAS, the City Manager decided to contract with Sound Performance Inc., because
2 of the amount of their bid and because they appear to be qualified to perform the services
3 requested, and

4 WHEREAS, the City Manager requests that the City Council ratify his actions in entering
5 into an Agreement with Sound Performance, Inc., for the installation of audio and video
6 equipment at the new City Hall,

7 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**
8 **CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:**

9
10 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
11 paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific
12 part of this Resolution.

13 SECTION 2. RATIFICATION: The City Council hereby ratifies the actions of the
14 City Manager in entering into the Agreement with Sound Performance, Inc. for the installation of
15 audio and video equipment at the new City Hall, a copy of which is attached hereto as Exhibit "A."

16 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
17 authorized to maintain a copy of the executed Agreement.

18 SECTION 4. EFFECTIVE DATE: This Resolution shall become effective immediately
19 upon adoption.

20 **PASSED and ADOPTED** this ____ day of _____, 2004.

21
22
23
24 _____
Shirley Gibson, Mayor

25 **ATTEST:**

26
27
28 _____
29 Ronetta Taylor, CMC
30 City Clerk

31
32 **APPROVED AS TO FORM**

1 **AND LEGAL SUFFICIENCY:**

2 Sonja K. Knighton, City Attorney

3

4 Sponsored by: Danny Crew, City Manager

5

6 Moved by: _____

7

8 Seconded by: _____

9

10 **VOTE:**

11

12 Mayor Gibson _____ (Yes) _____ (No)

13 Vice Mayor Aaron Campbell _____ (Yes) _____ (No)

14 Councilman Melvin L. Bratton _____ (Yes) _____ (No)

15 Councilman Oscar Braynon, II _____ (Yes) _____ (No)

16 Councilwoman Audrey J. King _____ (Yes) _____ (No)

17 Councilwoman Sharon Pritchett _____ (Yes) _____ (No)

18 Councilwoman Barbara Watson _____ (Yes) _____ (No)

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Contract

This Agreement is made as of the 28th day of April 2004. **Between** The City of Miami Gardens, "Owner" with principle offices located at 17801 NW 2nd Avenue, Miami Gardens Florida 33401 and Sound Performance, Inc. "Contractor" with offices located at 4030 Aurora Street Coral Gables Florida 33146

A. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".

B. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.

C. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.

D. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.

E. Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest. Until full payment of the purchase price including any extras is made, Contractor shall retain title to the goods set forth herein. Contractor shall further have a security interest in the goods set forth herein, in order to secure payment and performance of all buyer's obligations. Any orders and/or contracts canceled once accepted will incur a twenty-five (25%) charge or the amount billed. All unpaid balances are subject to interest at one and one half percent (1.5%) per month thirty (30) days after amount becomes due. In the event that non-payment exceeds sixty (60) days from date of equipment delivery or fourteen (14) days past completed installation date, seller shall have legal right to retake possession of all said equipment that was delivered to the buyer, buyer waives the necessity of seller posting a bond. The buyer shall remain liable for any deficiency thereupon arising from such subsequent sale of the above-described equipment. It is further agreed that buyer will be legally obligated for all costs of collections including, but not limited to, court costs and attorney's fees.

F. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.

G. The labor amount charged is configured for 3 phases of the project; up to 3 trips for pre-wire, up to 2 trips for trim and then final termination. Should the project require extra trips for phase 1 or 2 due to construction scheduling, Sound Performance reserves the right to bill for the extra labor accordingly.

H. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$75 per man, per hour for all extra labor involved in completing the job.

I. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

J. Any concrete openings to install speakers and/or controls to be provided by Owner. All other work including carpentry, sheetrock, concrete work, installation of piping or conduit (through finished box installation) by others are not included in proposal. Client must provide electrical power for all equipment. Once product(s) have been delivered and signed for, Sound Performance is no longer responsible to such equipment for theft or damage by others.

K. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida, city of Miami applicable to agreements made and entirely to be performed within such jurisdiction.

Contract**Phases**

Pre: Wiring rough-in
Installation of equipment.
Programming and training

<u>Payment Schedule</u>	<u>Amount</u>	<u>Due Date</u>
Initial Payment	\$5,000.00	Upon completion of pre wire
Progress Payment	\$5,000.00	Prior to delivery of equipment
Final Payment	\$10,704.53	Upon completion of installation

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance:

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with client's approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor also warranties all workmanship for a period of ninety days after final completion. Equipment warranties are by each individual manufacturer.

The City of Miami Gardens, "Owner"

Date: ____ - ____ 2004

Sound Performance, Inc. "Contractor"

Date: ____ - ____ 2004

Proposal**Sound Performance, Inc.**

Created: 4/29/2004

4030 Aurora Street

Project Number:1557-00

City of Miami Gardens

17801 NW 2 Avenue

Miami FL 33169

Qty	Description	List Price
Auditorium		
12	ADS R80IC 8" 2-WAY IN-CEILING LOUDSPEAKER	
1	DBX 1231 THE BEST COMPONENTS WERE UTILIZED, YIELDING A 10HZ TO 50KHZ FREQUENCY RESPONSE	
100	GENERIC PRE-WIRE WIRE RUNS FOR AUDIO, VIDEO, DATA,	
1	MARANTZ CDR-510 CD RECORDER/PLAYER	
1	MIDDLE ATLANTIC PRODUCTS 5-37 37 SPACE (64 3 /4")KD RACK FRAME, BLACK FINISH	
1	MIDDLE ATLANTIC PRODUCTS 5W SET OF 4 CASTERS FOR ANY SLIM 5, WITH MOUNTING HARDWARE	
1	PANAMAX MAX® 5500 ACREGENERATOR® STATE-OF-THE-ART NOISE FILTRATION AND POWER PROTECTION FOR AUDIO/VIDEO SYSTEMS	
11	SHURE EZG/18SE THE EASYFLEX LINE OF MINIATURE GOOSENECK CONDENSER MICROPHONES ARE THE PERFECT CHOICE TO REINFORCE CHOIRS AND PERFORMANCE GROUPS IN RECORDING OR SOUND REINFORCEMENT WHERE QUALITY, VALUE AND BUDGET ARE THE PRIMARY CONSIDERATIONS - 18" CARDIOID W/ 10' SIDE	
2	SHURE SCM 810 THE SHURE MODEL SCM810 IS AN AUTOMATIC MICROPHONE MIXER USING SHURE'S PATENTED INTELLIMIX? PERATIONAL CONCEPT.	
2	SHURE SM58-LC THE SHURE SM58 IS A UNIDIRECTIONAL (CARDIOID) DYNAMIC VOCAL MICROPHONE DESIGNED FOR PROFESSIONAL VOCAL USE IN SOUND REINFORCEMENT AND STUDIO RECORDING. A HIGHLY EFFECTIVE, BUILT-IN, SPHERICAL FILTER MINIMIZES WIND AND BREATH "POP" NOISE. A CARDIOID PICKUP	
1	XANTECH PA635 SIX-CHANNEL POWER AMPLIFIER (WITH BUILT-IN IR CONTROL). IT HAS A 6,5,4,3 ,MULTI-CHANNEL CAPABILITY PERMITS A WIDE VARIETY OF OTHER USES SUCH AS SURROUND SOUND HOME THEATER APPLICATIONS.	

Proposal

Qty	Description	List Price
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Auditorium Total: \$13,647.15

Video

- | | |
|-----|---|
| 1 | CHIEF RPA-064 WORKS WITH INFOCUS LP640 |
| 1 | DA-LITE MODEL C 72" X 96" HIGH POWER SCREEN |
| 100 | GENERIC PRE-WIRE WIRE RUNS FOR VIDEO PROJECTION |
| 1 | INFOCUS LP500-V 2000 ANSI LUMENS, DLP PROJECTOR |

Video Total: \$3,500.01

Project Subtotal: \$17,147.16

Proposal

Project Summary

Equipment:	\$17,147.16
Misc. Parts:	\$857.37
Install Labor:	\$2,700.00

Grand Total:	\$20,704.53
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Owner:

DATE:

Contractor: Sound Performanc

DATE:

10C) RESOLUTION

**Contract for General
Engineering & Architectural
Svcs.**

City of Miami Gardens

17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: The Honorable Mayor and City Council Members
From: Dr. Danny O. Crew
City Manager
Date: May 10, 2004
Re: Right-of-Way Design and Engineering Services

The City is preparing various projects within the Florida Department of Transportation rights-of-way throughout the City. These include a City signage project as well as various landscaping improvement projects.

During the week of April 26th, I met with representatives of FDOT regarding potential projects involving FDOT rights-of-way, in particular, the repaving project scheduled for U.S. 441 from 177th Street south through the Golden Glades interchange. As we are interested in eventually upgrading the landscaping in this area, we were inquiring about the possibility of placing irrigation sleeves to these median prior to the repaving. (Once FDOT repaves and area, they generally do not grant permission to cut the pavement for the sleeves).

The FDOT representative stated that they would be happy to include such sleeves in the paving design bid, and referred us to their design consultant for the exact location of the desired sleeves. I met with the Consultant, Keith & Schnars, P.A. during the week of May 3rd.

When we asked FDOT how we could get permits for various activities within their rights-of-way, they strongly suggested that we retain the services of one of the consultant design engineers, as designing in FDOT rights-of-way is not like general designing. Keith & Schnars is

one of these firms. I asked Keith & Schnars if they also did work for any other municipal clients and they indicated that they represent the City of Ft. Lauderdale among others. Based on this and their contract with FDOT, I am recommending that we contract with the Firm of Keith & Schnars for engineering design services as needed. They would provide the designs, prepare bid specifications, obtain the required FDOT permits, and supervise the bids and project implementation. They do not provide actual landscaping services. This will still have to be obtained per our purchasing policy, but they will provide us with professional supervision of the bidder in the installation of the various projects. If their design services exceed the \$10,000 limit on a particular project, the actual project contract will still come to City Council for approval.

RECOMMENDATION: That City Council approve attached resolution and grant the award of a consulting engineering contract to Keith & Schnars, P.A. based on their existing contract with the City of Ft. Lauderdale, Florida.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTINUING CONTRACT WITH KEITH AND SCHNARS, P.A. FOR GENERAL CONSULTING ENGINEERING AND ARCHITECTURAL SERVICES, PIGGYBACKING ON AN AGREEMENT BETWEEN KEITH AND SCHNARS, P.A. AND THE CITY OF FORT LAUDERDALE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens desires to undertake certain physical improvements throughout the City, that require the expertise of registered landscape architects, engineers, planners and surveyors, and

WHEREAS, on March 15, 2004, the firm of Keith & Schnars, P.A. entered into an Agreement with the City of Fort Lauderdale for general engineering and architectural services to be performed pursuant to a continuing contract, and

WHEREAS, Keith and Schnar's Contract with the City of Ft. Lauderdale was entered into pursuant to a formal request for proposal bid process, and

WHEREAS, normally contracts for architectural and engineering services must comply with the Consultants' Competitive Negotiation Act, however, municipalities are permitted to enter into continuing contracts for these services, without following the competitive bid requirements, when the construction costs for a project do not exceed \$1,000,000, and for study activities when the fees does not exceed \$50,000, and

WHEREAS, pursuant to the City's Purchasing Ordinance, the City is permitted to rely upon contracts for services, entered into by other governmental entities, and

1 WHEREAS, City staff recommends that the City enter into an continuing contract with
2 Keith & Schnars to provide professional general consulting and engineering and architectural
3 services to the City,

4 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**
5 **CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:**

6
7 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
8 paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific
9 part of this Resolution.

10 SECTION 2. AUTHORIZATION: The City Manager and City Clerk are hereby
11 authorized and directed to execute and attest, respectively, that certain contract between the City of
12 Miami Gardens and Keith & Schnars, P.A., attached hereto as Exhibit "A."

13 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
14 authorized to obtain two (2) fully executed copies of the subject Agreement, with one to be
15 maintained by the City; with one to be delivered to Keith and Schnars, P.A.

16 SECTION 4. EFFECTIVE DATE: This Resolution shall become effective immediately
17 upon adoption.

18 **PASSED and ADOPTED** this ____ day of _____, 2004.

19
20
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22 _____
Shirley Gibson, Mayor

23 **ATTEST:**

24
25
26 _____
27 Ronetta Taylor, CMC
28 City Clerk
29

30 **APPROVED AS TO FORM**
31 **AND LEGAL SUFFICIENCY:**
32 Sonja K. Knighton, City Attorney
33

34 Sponsored by: Danny Crew, City Manager

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Moved by: _____

Seconded by: _____

VOTE:

Mayor Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilman Melvin L. Bratton	_____ (Yes)	_____ (No)
Councilman Oscar Braynon, II	_____ (Yes)	_____ (No)
Councilwoman Audrey J. King	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Barbara Watson	_____ (Yes)	_____ (No)

**AGREEMENT FOR GENERAL CONSULTING ENGINEERING
AND ARCHITECTURAL SERVICES**

THIS AGREEMENT, is made as of this ____ day of _____, 2004, ("Effective Date") by and between the CITY OF MIAMI GARDENS, Miami-Dade County, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and KEITH AND SCHNARS, P.A.

WITNESSETH:

WHEREAS, the City of Miami Gardens desires to undertake certain physical improvements throughout the City, that require the expertise of registered landscape architects, engineers, planners and surveyors, and

WHEREAS, on March 15, 2004, the firm of Keith & Schnars, P.A. entered into an Agreement with the City of Fort Lauderdale for general engineering and architectural services to be performed pursuant to a continuing contract, and

WHEREAS, Keith and Schnars' Contract with the City of Ft. Lauderdale was entered into pursuant to a formal request for proposal bid process, and

WHEREAS, normally contracts for architectural and engineering services must comply with the Consultants' Competitive Negotiation Act, however, municipalities are permitted to enter into continuing contracts for these services, without following the competitive bid requirements, when the construction costs for a project do not exceed \$1,00,000, and for study activities when the fees does not exceed \$50,000, and

WHEREAS, pursuant to the City's Purchasing Ordinance, the City is permitted to rely upon contracts for services, entered into by other governmental entities, and

WHEREAS, the City of Miami Gardens is desirous of entering into continuing contract with Keith & Schnars to provide professional general consulting and engineering and architectural services to the City,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF CITY OF FORT LAUDERDALE AGREEMENT:

The terms and conditions of the City of Fort Lauderdale's Agreement with Keith and Schnars entered into on March 15, 2001, attached hereto as Exhibit "A," are incorporated herein by reference and made a specific part hereof, subject to the following amendments:

- a. The term "CITY" as referenced in the Agreement, shall refer to the City of Miami Gardens
- b. All references to the term "Project 10281" shall be deleted.
- c. The Notice Section in Paragraph 15 shall be amended to provide notice to the City of Miami Gardens as follows:

CITY OF MIAMI GARDENS

17801 Northwest 2nd Avenue, Suite 201

Miami Gardens, Florida 33169

Attention: DANNY O. CREW, CITY MANAGER

COPY TO: SONJA K. KNIGHTON, ESQ., CITY ATTORNEY
James C. Brady & Associates
501 Northeast 8th Street
Fort Lauderdale, Florida 33304

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

CITY OF MIAMI GARDENS

Danny Crew, City Manager Date

ATTEST:

City Clerk
Ronetta Taylor, CMC

Approved as to form and legal
Sufficiency:

Sonja K. Knighton, City Attorney

KEITH AND SCHNARS, P.A.

By:

Signature

Date

Name Type/Print Name



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS

May 6, 2004

Dr. Danny O. Crew
City of Miami Garden
17801 N.W. 2nd Avenue
Miami Gardens, FL 33169

RE: City of Miami Gardens General Landscape Architecture and Engineering Services
Keith and Schnars Proposal No. P2397.MK

Dear Dr. Crew:

Keith and Schnars P.A. is pleased to have this opportunity to provide General Landscape Architecture and Engineering Consulting services to the new City of Miami Gardens. Attached is a copy of our general services contract with the City of Fort Lauderdale for your use as requested.

We have the resources required to respond with the highest level of professional standards. Keith and Schnars is one of Florida's largest multi-disciplinary firms with more than 275 employees statewide and provides, landscape architecture, civil, transportation, traffic and structural engineering, planning, environmental and land surveying services, as well as construction management, engineering and inspection and public outreach services.

Keith and Schnars routinely handles several Continuous Consulting Engineering Services contracts and, as such, our organizational structure lends itself to providing design services for multiple projects of various sizes in short timeframes. Our staff will provide the City of Miami Gardens with:

- Compliance with work order schedules and budgets
- Flexibility to respond to changes in scope and direction
- Quick-turnaround capability, as well as long term program continuity
- Quality assurance and quality control of all phases of the project

Our Director of Landscape Architecture, Mr. Bruce Reed, has been chosen to serve as Project Manager and will serve as the primary point-of-contact.

We appreciate the opportunity to submit this proposal and look forward to working with the City of Miami Gardens. Please contact Mr. Reed or me at 954.776.1616 with any questions or comments.

Sincerely,

Bruce Reed for Michael L. Davis
Vice President

6500 North Andrews Avenue • Ft. Lauderdale, Florida 33309-2132
(954) 776-1616 • (800) 488-1255 • Fax (954) 771-7690

AGREEMENT

THIS IS AN AGREEMENT, made and entered into this _____
day of 3/15, 2001, by and between:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida,
(hereinafter referred to as "CITY")

and

KEITH AND SCHNARS, P.A., a
Florida corporation, (hereinafter
referred to as "CONSULTANT").

WHEREAS, the CITY requires professional engineering
services to be performed by a consultant, pursuant to a
continuing contract in connection with Project 10281,
"Professional General Civil Engineering Consultant Services."

WHEREAS, the CONSULTANT is willing and able to render
engineering services for such projects for the compensation and
on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of
the mutual covenants, agreements, terms, and conditions contained
herein, do agree as follows:

1. SCOPE OF SERVICES AND TERM

The continuing services to be provided by the CONSULTANT
will encompass the performance of ongoing services, as described
below, general consulting engineering and architectural services
if specifically requested and approved in advance by the CITY and
Task Orders as requested and approved in advance by the CITY, all
as more specifically described herein.

The term of this Agreement shall be three (3) years from
the date of the Agreement, with the ability to renew thereafter

for three (3) year terms upon the mutual agreement of City and Consultant. This does not limit or affect in any way the right of the City to terminate this Agreement at any time, for convenience or otherwise, in accordance with Section 13.

2. ONGOING SERVICES

The following services will be provided by the CONSULTANT on a regular and continuing basis during the term of the agreement or until otherwise determined by the CITY:

Update CITY on a semi-annual basis, or more frequently if required by CITY, on all changes or proposed changes to local, state, or federal regulations that impact CITY's Infrastructure system and actions that would be required for the CITY to comply with such regulations.

3. GENERAL CONSULTING ENGINEERING SERVICES

General Consulting Engineering Services, such as but not limited to the following, may be provided by the CONSULTANT as specifically requested by CITY and approved in advance by the CITY:

- A. Prepare permit applications and attend meetings with various permitting agencies.
- B. Make written or verbal reports to the Commission.
- C. Assist in applying for and obtaining grants; including preparation of grant applications, meeting with officials, and other services in connection with grant applications.
- D. Review existing ordinances and guidelines and assist in developing new or revisions to existing ordinances and guidelines.
- E. Provide general surveying, aerial photography, civil engineering design services, architectural and landscape design services, drafting and mapping services.

- F. Assist CITY in implementing and maintaining compliance with federal, state and county regulations.
- G. Prepare artist renderings, exhibits, scale models, and other graphics when not specifically included in a particular work assignment (Task Order).
- H. Preparation of bid specifications for CITY projects.
- I. Provide expert witness testimony.

4. TASK ORDERS

Task Orders, such as but not limited to tasks set forth in this section, shall be provided by the CONSULTANT if specifically requested and approved in advance by the CITY. Each task order shall be separately approved in accordance with CITY procurement code requirements, exclusive of the bidding requirement itself, but all other provisions of the City of Fort Lauderdale Code of Ordinances shall apply.

A. Planning and design documents and studies.

- 1. Engineering studies and analysis.
- 2. Traffic studies and analysis.
- 3. Architectural services.
- 4. Landscaping design.
- 5. Mechanical, electrical and plumbing engineering services.
- 6. Site planning and development.

B. Infrastructure

- 1. Water line, sanitary sewer and stormwater design.
- 2. Highway, roadway and parking lot design.
- 3. Providing engineering, architectural and construction services including, but not

limited to, planning, preparation and submittal of contract plans, specifications, and documents; shop drawing review; and inspection services.

C. Public Education/Public Notification

1. These services may be needed on a per project basis.

D. Computerization of maps and records

1. These services may be needed on a per project basis.
2. Autocad drafting.

E. Inspection, construction administration, and general construction management services on work designed by others.

1. These services may be needed on a per project basis.

F. Financial, economic, feasibility and rate studies.

1. These services may be needed on a per project basis.

5. DESIGN PLANS AND SPECIFICATIONS

These services may be needed on a per project basis and will include:

A. Schematic Design Phase

In this phase of a project the CONSULTANT shall:

1. Research all existing conditions, drawings, other information and conduct site visits as required to become thoroughly familiar with all conditions;
2. Meet with the CITY's Project Manager to determine specific needs and concerns regarding the design of the facility. CONSULTANT should be prepared with past

examples of what they consider to be good examples of other projects that relate to this facility;

3. Meet with all utility companies to determine what is required to provide service for this facility; and
4. Meet with the CITY's Fire-Rescue and Building Department to determine any special requirements that must be met in order to comply with local codes and ordinances. This shall also include determining what types of reviews and permits are required for the remaining portion of this project.

Participation in various meetings between the CONSULTANT and the Project Manager. These meetings will be required to keep the project moving and well coordinated.

Prepare a preliminary construction cost estimate for the entire scope of the project. This estimate shall be broken down as much as practical to provide the CITY with a thorough understanding of the costs.

Prepare a time schedule for the balance of the project, including the time required for permitting.

Compile a formal package for the CITY, for this phase of the project. The CITY will then review the submittal. Upon the CITY'S review and approval, a letter will be issued to proceed with Design Development.

B. Design Development Phase

In this phase of a project the CONSULTANT shall:

1. Meet with CITY staff to discuss the results of the Schematic Design submittal;
2. Participate in various meetings between the CONSULTANT and the Project Manager throughout this phase of the project. These meetings will be required to keep the project moving and well coordinated;

3. Refine the design drawings for all items listed above.

By the end of this phase, ALL of the design issues shall be resolved.

The Design Development submission for this phase of the project shall include:

- (a) Complete layout of engineering/architectural design,
- (b) Complete layout of right-of-way or facility,
- (c) Complete layout of all utilities,
- (d) Draft set of specifications with sections represented,
- (E) Revised Cost Estimate,
- (f) Revised Project Schedule,
- (g) Set of 3.5" diskettes or compact discs with all files for this submittal.

Drawings shall be prepared through the use of computer aided drafting (CAD) in accordance with the City of Fort Lauderdale, Engineering Division, CAD Specifications for Project Drawings, July 2000 Revision, which is on file with the CITY's Engineering Division, and which is incorporated herein by reference. CONSULTANT shall provide the Project Manager with a complete set of drawings on 3.5" diskettes or compact discs. See the drawing requirements.

C. Construction Documents

For this phase of a project all work by the CONSULTANT shall be done in a complete, thorough and competent level of professional service. All construction documents shall be prepared in accordance with the latest edition of the South Florida Building Code and related codes and ordinances, unless another building code is adopted and applicable to the City of

Fort Lauderdale, in which case such building code shall be applicable.

Various meetings between the CONSULTANT and the Project Manager are to be expected throughout this phase of the project. These meetings will be required to keep the project moving and well coordinated.

Drawings shall be prepared through the use of computer aided drafting (CAD). CONSULTANT shall provide the Project Manager with a complete set of drawings on 3.5" diskettes or compact discs. See the drawing requirements.

To the extent possible and as agreed to by CITY and CONSULTANT, all product specifications, manufacturers and model numbers shall be shown on the drawings. CITY requires that as much specifics be included on the drawings as possible. Final drawings shall be prepared with enough information on the drawings that the project could be constructed without the specification book.

CONSULTANT shall submit progress construction drawings and specifications at the fifty percent (50%) stage for review and coordination. This submission shall include 3.5" diskettes or compact discs with all drawings and specifications. A revised cost estimate consistent with the Contract Documents shall accompany this submittal. Minor changes are to be expected. CONSULTANT will not proceed to complete the construction documents until authorization to proceed is issued by the CITY.

The CITY will require a minimum 3 weeks to review the fifty percent (50%) drawings. Upon completion of the review the CONSULTANT will meet with the CITY to review and discuss the comments. The CITY will provide the CONSULTANT with a red marked set of project documents indicating all items of concern.

CONSULTANT shall submit construction drawings and specifications at the 100% stage for review and coordination. This submission shall include 3.5" diskettes or compact discs with all drawings and specifications. A revised cost estimate shall accompany this submittal. Minor changes are to be expected. CONSULTANT shall not proceed to submit the drawings for a building permit unless and until written authorization to proceed is issued by the CITY. The CITY may or may not request the assistance of CONSULTANT in obtaining a building permit.

CONSULTANT shall supply a typewritten set of specifications in the C.S.I. (Construction Specification

Institute) format on 8 1/2" x 11" bond paper. The upper right corner of each sheet shall have the section number - title, such as "Section 16110 - Raceway System." The lower right corner shall have the division number - page number, such as "16110-3." CONSULTANT shall supply a copy of the specifications on 3.5" diskettes or compact discs in a format readable by "Word Perfect for Windows" or "Microsoft WORD for Windows." A set of specifications shall accompany the 50% and 100% complete submittal.

NO products containing any form of asbestos shall be specified or permitted by CONSULTANT. CONSULTANT shall report any existing asbestos containing products observed to the Project Manager immediately.

CONSULTANT is responsible to make whatever revisions are required by the permitting agencies' review to meet all code requirements and is also required to meet directly with the agency to discuss the required revisions prior to making the corrections. All revisions shall be completed prior to advertising for bidding.

To the extent possible and as agreed to by the CITY and CONSULTANT, CONSULTANT shall reveal all materials product specifications, manufacturers and model numbers shall be shown on the DRAWINGS.

D. Bidding Phase

During the bidding phase, CONSULTANT shall be responsible to respond promptly to the Project Manager for all questions raised by the bidding contractors. CONSULTANT shall hold a Pre-bid Meeting and prepare follow-up addenda, if needed. Also, CONSULTANT shall prepare any documents required for an addendum to the contract documents. Addenda will then be issued by the CITY's Engineering and Architectural Services Division.

Upon completion of the bidding phase, CONSULTANT shall revise drawings to conform to the Addenda issued, indicating the revisions by "clouding" or other acceptable means. A complete set of revised reproducible drawings and the computer files shall be issued to the CITY.

If the bids exceed by ten percent (10%) or more, the cost estimate supplied by CONSULTANT in accordance with 5.C., above, then CONSULTANT shall at its own expense modify the Contract Documents in coordination with the CITY, as necessary,

to bring the bids within the cost estimate supplied by CONSULTANT for the Task.

E. Construction Phase

All CONSULTANT communication with the Contractor shall be through the Engineering Project Manager.

CONSULTANT shall review all shop drawings associated with the work and deliver to the Project Manager within five (5) working days from CONSULTANT's receipt of drawings.

If modifications or clarifications are required during the construction process by the Contractor, the CONSULTANT shall take all necessary steps to resolve them and issue any required documentation within four (4) working days.

CONSULTANT shall be present at all site meetings to answer any questions regarding the project documents.

CONSULTANT shall make site reviews to aid in the successful completion of a project and to answer any questions the Contractor may have. CONSULTANT shall issue a written report of its review within twenty-four (24) hours and this report shall be FAXED and MAILED to the CITY's Project Manager.

F. C.A.D. Drawing Requirements

All drawings shall be prepared using Autocad in accordance with the City of Fort Lauderdale, Engineering Division, CAD Specifications for Project Drawings, July 2000 Revision, which is on file with the CITY's Engineering Division and is available upon request, and which is incorporated herein by reference. CONSULTANT shall supply all progress and final drawings on 3.5" diskette or compact disc in a format that is ready for use by Autocad Release 14. NO EXCEPTIONS WILL BE MADE TO THESE STANDARDS.

6. SUBCONTRACTS

CONSULTANT may subcontract certain items of work. It is expressly agreed by the parties that the CITY shall approve in writing any subcontractors or subconsultants and their fees to be paid prior to subcontractors proceeding with any work.

7. PAYMENT FOR SERVICES

- A. CITY agrees to pay CONSULTANT for services provided by the CONSULTANT and its subcontractors, as described in Sections 2., 3., (except paragraph "H") and 4., an agreed upon lump sum amount or an hourly rate as detailed herein.
1. Lump Sum. As deemed appropriate for each item of work (Task Order), CITY and CONSULTANT may agree to utilize the lump sum method of payment for services. The lump sum shall include full payment, including direct labor, overhead, other direct costs, subconsultant fees and profit.
 2. Hourly Rate. As deemed appropriate for each item of work (Task Order), CITY and CONSULTANT may agree to utilize the hourly rate method of payment for services. The hourly rate shall be the average hourly direct labor cost, as detailed in Exhibit "A," plus overhead based on the provisional overhead rate applicable at the time, plus a reasonable profit and other direct costs.
 3. Invoicing. CONSULTANT shall submit monthly invoices in the format and with supporting backup as required by CITY. Backup shall include but not be limited to time sheets and receipts for indirect costs and expenses.
- B. CITY shall make every effort to pay CONSULTANT for services rendered within thirty (30) calendar days from date of receipt of CONSULTANT's invoice, providing that said invoice is proper and complete. If inaccuracies or errors are discovered in said invoice, CITY will also inform CONSULTANT immediately by phone and request revised copies of all such documents.
- C. CITY agrees to pay the CONSULTANT as compensation for the general consulting engineering services described in Section 3. of this Agreement, provided same were approved in advance by CITY in accordance with CITY procurement policies and codes, an amount to be negotiated by CITY and CONSULTANT. Method of payment shall be in accordance with Section 7.A.,

as deemed appropriate and mutually agreed to by the parties hereto. In addition to CITY procurement code requirements, each authorization shall be approved by the City Engineer.

- D. CITY agrees to pay the CONSULTANT as compensation for the services described in Section 4. of this Agreement on a per Task Order basis, provided same were approved in advance by the CITY, an amount to be negotiated by the CITY and the CONSULTANT for each Task Order. The method of payment will be per Section 7.A., as deemed appropriate for each Task Order and as mutually agreed to by the parties hereto.

8. TIME SCHEDULE

- A. CONSULTANT shall start the performance of services described in Section 2. within fifteen (15) days after receipt of written notice-to-proceed by the CITY or upon delivery of information or documents promised by the City under a particular Task, and shall complete all services within the fiscal year so authorized.
- B. The time for the performance of services described in Sections 3. and 4. will be negotiated by the CITY and the CONSULTANT as the services are requested and approved by the CITY.

9. INDEMNIFICATION OF CITY

- A. CONSULTANT agrees to indemnify and hold harmless the CITY for all costs, losses and expenses except as limited below in paragraph b, including but not limited to, damages to persons or property, including but not limited to judgments and attorney fees arising out of the negligent acts, errors, or omissions or the willful misconduct of the CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. If called upon by the CITY, the CONSULTANT shall assume and defend not only itself, but also the CITY, in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to the CITY. The covenants and

representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to CONSULTANT's responsibility to indemnify the CITY.

- B. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.
- C. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be complied with as set forth below in Section 10.

10. INSURANCE

CONSULTANT shall provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including professional liability insurance, worker's compensation insurance, and comprehensive general liability insurance as stated below:

- A. Professional liability insurance with minimum limits of liability of One Million (\$1,000,000) Dollars to assure the CITY the indemnification specified in Section 9.
- B. Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.
- C. Comprehensive General Liability Insurance including contractual with minimum limits of One Million (\$1,000,000) Dollars per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The CITY is to be included as an "additional insured" with respect to any claims arising out of this Agreement.
- D. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per

occurrence combined single limit for Bodily Injury Liability and Property Damage Liability will be provided by CONSULTANT. Coverage must be afforded without restrictive endorsements, and must include Owned vehicles, Hired and non-owned vehicles, and Employers' non-ownership.

- E. Nothing herein shall be construed as consent by a state agency or a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.
- F. If CONSULTANT hires a subconsultant or subcontractor for any portion of any work, then said subconsultant or subcontractor shall provide professional liability insurance with minimum limits of liability of One Million (\$1,000,000) Dollars when their fee is more than Ten Thousand (\$10,000) Dollars, or as agreed to by CITY. If their fee is Ten Thousand (\$10,000) Dollars or less, then the City Engineer shall decide whether said insurance will be required based upon the risk, potential liability, magnitude and circumstances of the work to be performed by the subconsultant or subcontractor.
- G. The CONSULTANT shall provide the Risk Manager of the CITY a Certificate of Insurance for policies required by Section 10. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. Such policies provided under Section 10 shall not be affected by any other policy of insurance which the CITY may carry in its own name.

11. ASSIGNMENT OF AGREEMENT

It is understood and agreed by both parties that this Agreement as a whole or in part cannot be assigned, sublet, or transferred by the CONSULTANT without prior written consent of the CITY.

12. EXAMINATION OF RECORDS

CONSULTANT shall maintain books, records, documents and other evidences directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and the date of execution of this Agreement. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation of support of the cost submission on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the CITY. The CITY shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours for all hourly rate and cost plus fixed payment task orders. The CONSULTANT will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the CITY and the General Accounting Office. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and CONSULTANT acknowledges said laws possible application and its duty to comply therewith as required by law.

13. TERMINATION OF AGREEMENT

It is expressly understood and agreed that the CITY may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by registered or certified mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project.

14. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

CONSULTANT shall not be liable for any reuse of CONSULTANT's drawings and specifications for subsequent projects by CITY.

15. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: City Engineer
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: 954/761-5240

CONSULTANT: Keith and Schnars, P.A.
6500 N. Andrews Avenue
Fort Lauderdale, Florida 33309
Telephone: (954) _____

16. CONSENT TO JURISDICTION

The parties hereby irrevocably submit to the jurisdiction of the circuit court for the Seventeenth Judicial Circuit for the State of Florida or federal court in the Southern District of the United States or any Florida state or federal court in any action arising out of relating to the Agreement, and hereby unanimously agree that all claims in respect of such action or proceedings may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida.

17. EXPERTISE

CONSULTANT warrants that it has the experience necessary perform the services provided herein in accordance with the

professional standard of care and to the reasonable satisfaction of CITY.

18. GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

19. STATUTORY COMPLIANCE

CONSULTANT shall perform services under this Agreement in accordance with all applicable rules, laws, ordinances and governmental regulations of the United States, the State of Florida, Broward County, the City of Fort Lauderdale, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement.

20. INDEPENDENT CONTRACTOR

CONSULTANT and CITY agree that CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor employees of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance Program, otherwise assuming the duties of an employer with respect to CONSULTANT or any employee of CONSULTANT.

21. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

22. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not

physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

23. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

24. ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, the prevailing party shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees. Nothing herein is intended to be construed as a waiver of the protections or limitations afforded CITY under 768.28, Florida Statutes.

25. NON-WAIVER

Waiver by CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

26. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning this subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms thereof shall be predicated upon any prior representations or agreements whether oral or written.

27. PERSONNEL

The parties acknowledge that CONSULTANT has identified by name, by position in the corporation, by services to be performed, by personnel classification, by qualification or any combination of same, certain key personnel to perform certain portions of the services related to the Project and that CITY has relied on such identifications in selecting the CONSULTANT to perform the services described herein. CONSULTANT agrees that it shall submit to CITY in writing any proposed change, replacement or removal of such persons from the Project or from the services they have been identified to perform for approval by CITY.

28. NO CONTINGENT FEES:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Safwa B. Ali

By

Mayor

Wonne Brackett Buck

(CORPORATE SEAL)

By

City Manager

ATTEST:

City Clerk

Approved as to form:

Michael S. Ponder
Asst. City Attorney

CONSULTANT

WITNESSES:

Keith and Schnars, P.A., a
Florida corporation

Caren Weef
John P. Hart
(CORPORATE SEAL)

By John P. Hart
President

ATTEST:

Mark J. Mashner
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
24th day of February, 2001, by John P. Hart and
Mark J. Mashner, as President and Secretary, respectively, of
Keith and Schnars, P.A., a Florida corporation, on behalf of the
corporation. They are personally known to me or have produced
as identification.

(SEAL)



Robin A. Ivester
Commission # CC 958085
Expires Sep. 9, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Robin A. Ivester
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Robin A. Ivester
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 09/09/04

CC 958085
Commission Number

L:\AGMTS\CONSULTG\2000\GEN_CIV.WPD

PROFESSIONAL FEE SCHEDULE

Effective July 1, 1999

CODE	JOB CLASSIFICATION	HOURLY RATE
02	Administrative Assistant	\$40.00
04	Community Liaison	\$60.00
08	Economic/Financial Analyst	\$75.00
06	CADD Operator	\$65.00
11	Graphic Designer	\$60.00
29	Technician I	\$55.00
25	Technician II	\$65.00
36	Permit Coordinator	\$65.00
09	Scientist I	\$60.00
07	Scientist II	\$75.00
03	Scientist III	\$85.00
16	Associate Planner	\$60.00
12	Landscape Architect (RLA)/Chief Planner (AICP)	\$85.00
14	Landscape Designer	\$65.00
15	Planner (AICP)	\$75.00
30	Transportation Planner	\$70.00
13	Field Representative	\$55.00
32	Senior Field Representative	\$65.00
19	Professional Engineer (PE)	\$95.00
17	Project Engineer/Designer	\$75.00
23	Senior Project Engineer	\$85.00
18	Project Manager I	\$90.00
24	Project Manager II	\$100.00
26	Project Manager III	\$115.00
21	Senior Project Manager	\$135.00
22	Senior Member	\$200.00
20	Professional Land Surveyor (PSM)	\$80.00
42	Survey Party	\$85.00
43	Specialized Survey Party	Call for quotation
	(Hydrographic/GPS/4 person, etc.)	

Expense items such as identifiable communication expenses, facsimiles, reproduction costs, courier and overnight mailing services, authorized travel, and special accounting expenses not applicable to general overhead are invoiced as direct charges, plus 10% carrying charge. Other categories or hourly rates with multiplier available upon request.



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS



FEE SCHEUDLE

January 25, 2001

Description	Rate/Hour
Senior Engineer	\$110.00
Senior Mechanical Engineer	\$110.00
Electrical Engineer	\$75.00
Field supervisor	\$80.00
Administration	\$45.00
Electrical/Mechanical Designer	\$55.00

Note: Reimbursables such as copies, printing (Single sets only), mileage (Within Broward County) and telephone are included in our overhead rate and will not be billed as separate line items.

R.J. BEHAR & COMPANY BILLING RATES CITY OF FT. LAUDERDALE		
CLASSIFICATION	HOURLY BILLING RATE	
PRINCIPAL	\$	135.00
<u>ENGINEERING</u>		
PROJECT MANAGER	\$	107.69
SENIOR STRUCTURAL ENGINEER	\$	106.40
SENIOR CIVIL ENGINEER	\$	94.23
ENGINEER	\$	78.40
DESIGNER	\$	58.80
JR. ENGINEER	\$	50.40
CONSTRUCTION INSPECTOR	\$	65.00
CADD TECHNICIAN	\$	58.80
<u>PLANNERS</u>		
SENIOR PLANNER	\$	85.00
PLANNER	\$	65.00
CLERICAL	\$	43.08

NOTE: RATES EFFECTIVE JANUARY 1, 2001 THRU DECEMBER 31, 2001

HOME OFFICE MULTIPLIER = 2.8

FIELD OFFICE MULTIPLIER = 2.15

ESCALATION FACTOR = 5% PER YEAR



Consulting

R. A. Kamm, P.E.

Al Kesterson

Brady Brown, P.E.

Rick Gonzalez

Bob Connors, P.E.

Lam T. Carter, P.E.

Mike Pella, P.E.

\$42.00 / Hr. - Clerical

\$52.00 / Hr. - Field Technician / CADD

\$65.00 / Hr. - Designer

\$85.00 / Hr. - Engineering

\$150.00 / Hr. - Principals

Reimbursables to include:

Mailing expenses, travel expenses for site visits beyond 50 miles of office, printing charges for additional prints & additional site visits requested by Client / Owner.

PROFESSIONAL FEE SCHEDULE

Classification	Hourly Rate
Principal	\$175
Managing Principal	\$160
Regional Director	\$150
Senior Consultant	\$130
Consultant	\$110
CAD Operator	\$50
Administrative Assistant	\$40

Project expenses shall be reimbursed. They include administrative and AutoCAD printing services, copying, postage, authorized travel, long distance calls, consumables, and any special accounting expenses not applicable to the general overhead are included as direct charges, plus 10% carrying charge.



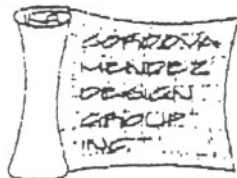
OTM Engineering
Voice, Data and Video Consultants

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ENGINEERS • PLANNERS

CORDOVA MENDEZ DESIGN GROUP
HOURLY RATE SCHEDULE

Project Manager (Engineer/Planner): \$125/hour

Cadd Technician: \$75/hour

HARDESTY & HANOVER, LLP
PROFESSIONAL FEE SCHEDULE
for the
CITY OF FORT LAUDERDALE
EFFECTIVE JANUARY 1, 2001

<u>JOB CLASSIFICATION</u>	<u>AVERAGE HOURLY RATE</u>
ASCE GR 9	
Partner	\$200.00
ASCE GR 7	
Principal Associate Engineer -Project Manager	\$130.00
ASCE GR 5	
Structural Project Engineer	\$100.00
Electrical Project Engineer	
Mechanical Project Engineer	
ASCE GR 4	
Structural Engineer	\$90.00
Mechanical Engineer	
Electrical Engineer	
ASCE GR 2	
Structural Engineer	\$75.00
Mechanical Engineer	
Electrical Engineer	
Technician	
Cadd Operator	\$60.00